Best Buy Business Advantage Accountholder Agreement ("Agreement")

WHEREAS Multi Service Corporation (MSC) is engaged in the business of providing a purchase program for products and services offered for sale by Best Buy, and which program is called Best Buy Business Advantage; and

WHEREAS applicant requests MSC to provide such purchase program.

NOW THEREFORE, the parties hereto agree to be legally bound as follows:

1. The Best Buy Business Advantage cards and/or account numbers ("Card" or "Account") are issued by, and credit is extended by, MSC, P.O. Box 10922, Shawnee Mission, KS 66225.

2. The applicant authorizes MSC to investigate the credit history of applicant through commercial reporting companies, direct inquiries to businesses where applicant has accounts, and review of personal credit histories, where appropriate, by obtaining consumer credit reports. MSC represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant's business and will not be used with respect to any decision to extend credit for personal, family or household purposes.

3. If approved, the applicant and holder of the Account ("Accountholder") represents that the Account will only be used for business or commercial purposes and at no time shall the Account be used for personal, family or household purposes.

4. Usage of the Best Buy Business Advantage Account by the Accountholder named on it constitutes acceptance of all terms and conditions contained in this Agreement, as such terms and conditions may be amended from time to time by MSC effective upon no less than 15 days' prior written notice (and if no effective date is given in such notice, then 15 days from the date of such notice). Usage by the Accountholder includes the retention or use of the Account by (i) the Accountholder as named on it, (ii) any person or entity under Accountholder's direction or control, and (iii) any Best Buy location to whom the Accountholder or any person or entity under Accountholder's direction or control has, at any time supplied Account numbers.

5. The Accountholder is liable for any unauthorized use of the Account, and the Accountholder agrees to be responsible for any unauthorized use.

6. All requested changes to Account must be made in writing on an official letterhead, in an e-mail, or through the program website, by an officer and/or authorized representative of the Accountholder.

7. MSC is not a seller of merchandise. MSC neither sells nor warrants in any respect any of the goods or services obtained from Best Buy locations. MSC's sole function is to furnish credit and billing services; MSC does not warrant any merchandise or services from any source obtained by the use of MSC's credit or billing services. MSC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. A credit line will be assigned to each Accountholder. This line includes all unpaid purchases, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, Accountholder shall notify MSC at 800-201-4882 and request a change to its credit line. MSC can raise or lower the credit line at its sole discretion without notification to Accountholder.

9. Statements will be distributed daily, and Accountholder payments are due within 30 days of the statement date. Statements outstanding more than 30 days are considered delinquent. Delinquent Accounts may be assessed late charges at a monthly rate of 1.5% of the transaction value per month on all outstanding transactions. Late fees are assessed at the invoice level. They are not based on an entire amount billed in a billing period. The Accountholder is liable for all late charges assessed to the Account and must pay these charges to keep its Account in good standing.

10. The payment terms stated in this Agreement apply to all invoices, and supersede the payment terms of any Purchase Order (P.O.), third party contract or any other documentation the Accountholder may have signed.

11. Accountholder may pay its Best Buy Business Advantage statement via any of the available payment options.

12. Accountholder shall make payments to MSC or MSC's designated agent as frequently as may be necessary to keep the Account balance within the line of credit and within payment terms. If Accountholder's bank or Accountholder for any reason should fail to timely pay any amount due MSC, Accountholder understands and agrees that MSC may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security held by MSC on behalf of the Accountholder. If Accountholder's bank should fail to honor payment to MSC or Accountholder's Account becomes delinquent, MSC may require immediate and full payment of all outstanding amounts. In the event that a payment made to MSC or MSC's designated agent is returned by the Accountholder's bank, MSC reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of $50.00 or the maximum amount permitted by the law.

13. Accountholders have one hundred eighty (180) days from the billing statement date to dispute charges. All disputes must be received by MSC in writing from the Accountholder within one hundred eighty (180) days period. If an Account transaction is not disputed within one hundred eighty (180) days from the billing statement date, the Accountholder is liable for all charges related to the transaction.

14. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Missouri, without reference to conflicts of laws principals, and it is agreed that jurisdiction of any legal action connected with this Agreement shall be exclusively in the state or federal courts located in the State of Missouri. Notwithstanding the foregoing, MSC may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper.
15. MSC may offset any amounts owed by MSC to Accountholder against any claims MSC has against the Accountholder. Accountholder is and shall be liable to MSC for all costs and expenses incurred by MSC in collection and enforcing its rights hereunder, including but not limited to, late charges and reasonable attorneys’ fees, if any, incurred by MSC to collect all amounts due on Accountholder’s Account.

16. The Accountholder agrees that in the event of default, MSC may institute suit against the Accountholder in any court and that service of process by certified mail, return receipt requested, postage prepaid and addressed to the Accountholder shall be sufficient to confer jurisdiction of such courts, regardless of where the Accountholder is geographically located or does business.

17. The Accountholder represents and warrants to MSC, with full knowledge that MSC will be relying on the following, that:

(i) The person executing this Agreement on behalf of the Accountholder is:
   (A) An officer of the Accountholder’s company or other authorized employee; and
   (B) Duly authorized to execute and deliver this Agreement on behalf of the Accountholder; and
   (C) Duly authorized to bind the Accountholder to the terms of this Agreement and to cause the Accountholder to perform its obligations hereunder.

(ii) This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.

(iii) The execution and delivery of this Agreement by the Accountholder and the performance by the Accountholder of its obligations hereunder is and will at all times be with full right and authority, be it corporate, partnership, limited liability company, and/or a government agency or entity, as applicable. All necessary action has been taken by the Accountholder to authorize the consummation of this Agreement, be it corporate, partnership, limited liability company, and/or government agency or entity, as applicable.

18. This Agreement may be terminated by either party at any time by giving written notice to the other party. Upon termination, all Cards and Account Numbers shall be immediately terminated and deactivated, and will pay sums due MSC according to the agreed-upon payment terms. Upon termination of this Agreement, Accountholder shall have the responsibility to pay all amounts incurred or costs associated with Accountholder’s Account, whenever incurred.

19. If Cards or Account Numbers are lost or stolen, it is the Accountholder’s responsibility to notify MSC immediately at 800-201-4882 to prevent unauthorized usage. Account Numbers will be immediately terminated upon notification. Unauthorized usage prior to this notification will be the Accountholder’s responsibility. Accountholder must follow-up telephone notification with written notice sent directly to MSC, P.O. Box 10922, Shawnee Mission, KS 66225, via e-mail or through the program website.

20. This Agreement authorizes MSC to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication. Accountholder acknowledges that the email communications may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. Accountholder further acknowledges that email is not a secure form of transmission and that it may potentially be intercepted or otherwise obtained by persons other than the intended recipient. In consideration of MSC’s willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSC responsible for any email communications intercepted or received by anyone other than the intended recipient. Accountholder hereby releases MSC and its affiliates, and each of their agents, employees and representatives, from any and all liabilities, claims, losses, damages, injuries and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipient. Accountholder hereby releases MSC and its affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipient.

21. Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSC and its service providers may collect and use Accountholder’s data for only purposes related to the Account and/or this Agreement. In addition, Accountholder agrees that MSC may transfer any and all Accountholder data in the possession of Best Buy, who will treat such information in accordance with its privacy policy.

22. The Best Buy Business Advantage is a registered trademark owned by Best Buy.

23. Please retain this Agreement for future reference.
Dear Barbara,

Thank you for making Best Buy® your technology and service partner. We understand the unique needs of your organization and are committed to meeting those needs by offering technology solutions and back-end support systems, including IT expertise and more than 100,000 product solutions.

We are excited to announce the launch of the Best Buy® Business Advantage Account. As stated in earlier communications, your Best Buy® Business Account, supported by HSBC Retail Credit, (USA) Inc., will be closed as of June 30, 2009. Our new program will begin on July 1, 2009 and will be supported by Multi Service Corporation.

To facilitate your transition to the Best Buy® Business Advantage Account program, please verify and update the account and billing contact information summarized on the enclosed Account Information Form. Please sign and return the Account Information Form, along with a completed Form W-9, by June 1, 2009 to ensure a seamless transition.

Best Buy® Business Advantage Account program benefits include:

- Detailed invoices with Net 30 terms
- Customizable purchasing controls
- Best Buy® Business Advantage Web site that provides 24 hour access to your account information
- Flexible invoicing and payment options
- Ability to purchase by phone, online at www.BBFB.com, or at any of our Best Buy® stores

To ensure your organization continues to enjoy complete access to Best Buy® products and services, be sure to return the enclosed Account Information Form, as well as the completed W-9, to the address, fax number, or e-mail above. We appreciate your business, and look forward to meeting your needs even more effectively with the Best Buy® Business Advantage Account.

Regards,

Best Buy® For Business
This **Account Information Form** contains the current primary contact and billing contact information that we have on file.

Please confirm the information below is accurate and provide any corrections that you may have next to the information that requires updating.

Please sign and return this form to us no later than June 1, 2009. You can return the form using the enclosed business reply envelope, fax to 913-217-9319, or email to underwriting@bbadvantage.com. If you have any questions or need assistance please call 1-800-201-4882.

### Company Primary Contact Information

<table>
<thead>
<tr>
<th>MONROE COUNTY COMM SCHOOL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Barbara Buckner</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Title:</strong> Assistant Comptroller</td>
<td></td>
</tr>
<tr>
<td>315 E. North Dr.</td>
<td></td>
</tr>
<tr>
<td><strong>Address 2:</strong></td>
<td></td>
</tr>
<tr>
<td>Bloomington, IN 47401-6555</td>
<td></td>
</tr>
<tr>
<td><strong>Phone:</strong> (812)330-7700</td>
<td></td>
</tr>
<tr>
<td><strong>Fax:</strong> (812)330-7813</td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong> <a href="mailto:bbuckner@mccsc.edu">bbuckner@mccsc.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

### Billing Contact Information

<table>
<thead>
<tr>
<th>MONROE COUNTY COMM SCHOOL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Janice Wulf</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Title:</strong> Accounts Payable</td>
<td></td>
</tr>
<tr>
<td><strong>Address 1:</strong> 315 E. North Drive</td>
<td></td>
</tr>
<tr>
<td><strong>Address 2:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City, State Zip Code:</strong> Bloomington, IN 47401</td>
<td></td>
</tr>
<tr>
<td><strong>Phone:</strong> (812)330-7700</td>
<td></td>
</tr>
<tr>
<td><strong>Fax:</strong> (812)330-7813</td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong> <a href="mailto:jwulf@mccsc.edu">jwulf@mccsc.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

### Company Information

**Company/Organization is a: PUBLIC EDUCATION**

| **DUNS #:** 072062342 |  |
| **FEIN #:** 35-1145734 |  |
| **State Tax ID:** 001971689-001-8 |  |

Please include a completed W-9. There is a blank form in this packet.

Based on your organization's recent purchasing history your assigned Credit Limit is: $4,000*

* It is important that your credit limit meets your organization's purchasing needs. Please note if you would like to request a different credit limit: $

Are Company/Organization purchases tax exempt? 

- [ ] Yes* 
- [ ] No

* If selected, please submit documentation regarding tax exempt purchases.

Please take a moment to customize your Best Buy® Business Advantage Account by answering the following questions. You can always update or change your account settings any time by visiting www.BestBuyBusinessAdvantageAccount.com.

1. How would you like to receive your invoice(s)?
   - [ ] Email*  
   - [ ] Fax  
   - [X] Postal Mail

   *If selected, please confirm billing email address ____________________________
2. How would you like to pay your bill?

☐ Direct Debit* ☐ EFT / Online Bill Pay* ☐ Wire ☐ Check

*If selected, please confirm the following:
☐ Checking Account ☐ Savings Account
Bank Name: Monroe Bank
ABA Number: 074902299
Account Number: 4248038

3. Do your purchases require a Purchase Order (P.O.)?

☒ Yes ☐ No

*If selected, is P.O. formatting required? ☐ Yes (please submit P.O. validation rules) ☒ No

4. How should we emboss your Best Buy® Business Advantage Account card(s)?

☐ Company Name ☐ Company Name and Buyer(s) Name(s) ☒ No cards required*

*A card is required to purchase in a Best Buy® retail location

5. If applicable, please list the Buyer(s) who will be purchasing under your account as well as the total number of purchasing cards we should issue for each Buyer.

   a. Name: __________________________ Cards: __________________________
   b. Name: __________________________ Cards: __________________________
   c. Name: __________________________ Cards: __________________________
   d. Name: __________________________ Cards: __________________________
   e. Name: __________________________ Cards: __________________________

*Please select this box if you do not wish to receive any purchase cards ☒

All provisions contained on this form are incorporated by reference into the Account Holder Agreement enclosed. The Account Holder Agreement sets forth terms and conditions relating to the Best Buy® Business Advantage Account Program. Use of this account establishes agreement with the terms and conditions. The undersigned hereby certifies that (a) the undersigned is an authorized representative of the Company with full power to bind the Company to this Agreement, (b) all information contained in this application is true and correct.

Signature: _______________________________ Date: _______________________________

Title: _______________________________ Printed Name: _______________________________